



Monitoring & Service Agreement For Lake County

System Type:

Telephone Systems

Prepared for:

Lake County

Prepared by:

Loretta Rogalny

Prepared On:

10/23/2020

Statement of Work:

December 15, 2020- December 15, 2021

MidCo Systems
a division of FE Moran Security Solutions, LLC
221 Shore Court, Burr Ridge, IL 60527
(630) 887-1800 or 877-FE MORAN

SYSTEM MONITORING / SERVICE AGREEMENT

Client Number: 00000 **Contract Number:** _____

THIS AGREEMENT dated Friday, October 23, 2020, is entered into by and between the following parties

FE MORAN SECURITY SOLUTIONS, LLC d/b/a/ MidCo Systems (Hereinafter referred to as FEMSS)

And

Name: Lake County-Tower (Admin)

Email Address: cweber2@lakecountyil.gov;
KRiley@lakecountyil.gov;

(Hereinafter referred to as "Client")

Quote#: FEMQ73310

Billing Address: 18 North County St.
Waukegan, IL 60085

Telephone: 8473772000

Contact Person: Lake County-Tower (Admin)

FEMSS Account Executive: Loretta Rogalny

1. **See Attachment**

PREMISES: The System(s) to be installed is/are at the following address(es):

2.

TERM: This Agreement shall be effective upon execution by both Parties and continue for a period of 36 months from the date of activation of services, unless otherwise specified. At the expiration of the initial 36 months period and any subsequent renewal periods, this Agreement shall renew automatically for a one (1) year term, unless either party shall notify the other in writing, not less than (30) days prior to the expiration of this Agreement or of any renewal periods, of their intention to terminate this Agreement. The parties agree that due to the nature of the services to be provided by FEMSS, the payments to be made by the Client for the term of the monitoring / service part of this Agreement pursuant to paragraph one (1) form an integral part of FEMSS's anticipated profits; that in the event of Client's default it would be difficult if not impossible to fix FEMSS's actual damages. Therefore, in the event Client defaults in the payment of any charges to be paid to FEMSS, the balance of all payments for the entire term herein shall immediately become due and payable, and Client shall be liable for 80 % thereof as liquidated damages and FEMSS shall be permitted to terminate all its services under this Agreement and to remotely re-program or delete any programming without relieving Client of any obligation herein. In the event of Client's breach of this Agreement, FEMSS may at its option either remove its communication software or deem same sold to Client for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein.

3.

CHARGES: The Client agrees to pay FEMSS as follows:

SERVICE & MONITORING	Per Terms
Central Station Signal Receiving.....	\$0.00
Service Agreement (see Addendum).....	\$73,589.45
Inspection Services.....	\$0.00
Software Services.....	\$70,341.30
Other: Manufacturer's Support Agreement.....	\$0.00
Total Service & Monitoring	\$143,930.75

Billed: () **Monthly** () **Quarterly** (☒) **Annually** () **Semi-Annually**

4.

SERVICE and MONITORING SERVICES: FEMSS agrees to service a system ("System") comprised of the equipment listed without liability and not as an insurer, during the term of this Agreement at the premises described above; for the following marked services:

A. TRANSMISSION SIGNAL	B. MONITORING SERVICES		C. SERVICE
() AES Radio Primary	() Burglar Alarm Monitoring*	() Open/Close Reporting**	(X) Service Agreement
() AES Radio Backup	() Fire Alarm Monitoring**	() Supervised Open/Close Reporting**	() Time & Material Service
() Cell Radio Primary	() Sump Monitoring**	() Other:	() Software Services
() Cell Radio Backup	() Temperature Monitoring		(X) Other: Manufacturer's Software Support Agreement
() iGSM (Internet via others)	() Carbon Monoxide Monitoring*		() Inspection Service
() POTS as Primary	() myMoran Connection**		
() POTS as Backup	() myMoran ACCESS		
			_____ # of Inspections

The Client understands that FEMSS must know and have on record basic information about the Client's system(s). The Client also acknowledges that they have provided this information, and that FEMSS, in performing its obligations under this contract, will rely solely on information given by the Client.

By: <u>Loretta Rogalny</u>	Date: <u>10/23/2020</u>	By: _____	Date: _____
"Salesperson" (Printed)		"Client Signature"	
By: _____	Date: _____	By: _____	Date: _____
Authorized "FEMSS" Officer		"Client Name Printed & Title"	

This Agreement shall be voidable at FEMSS' option, unless accepted and delivered on or before fifteen (15) days.

This Agreement shall not be binding upon FEMSS unless approved in writing by an officer of FEMSS. In the event of non-approval, the sole liability of FEMSS shall be to refund to Client the amount that has been paid to FEMSS by Client upon the signing of this Agreement.
IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed on the date opposite their names.

Terms and Conditions

1.

CREDIT REVIEW: Client's signature authorizes FEMSS to obtain a standard factual data credit report through a credit reporting agency chosen by FEMSS. Client agrees that if the data reported in said report is, in the sole opinion of FEMSS, insufficient to warrant the extension of credit terms to Client this agreement will be considered void, and any products provided to Client by FEMSS in the anticipation of this agreement will be returned immediately. If credit terms are denied as described above, FEMSS agrees to provide a copy of the information used to make the determination upon request by Client in accordance with Federal law.

FEMSS's LIABILITY/DISCLAIMER OF WARRANTIES: IN NO EVENT SHALL FEMSS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IT IS UNDERSTOOD THAT FEMSS IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CLIENT AND THAT THE AMOUNTS PAYABLE TO FEMSS HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBED PROPERTY OR OTHERS LOCATED IN CLIENT'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF FEMSS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CLIENT DOES NOT DESIRE THAT THIS CONTRACT PROVIDE FULL LIABILITY OF FEMSS AND AGREES THAT FEMSS SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF FEMSS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO A MAXIMUM OF ONE TWELVE MONTHSDURATION OR \$1,000.00, WHICHEVER IS THE LESSER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. AS THE EXCLUSIVE REMEDY, THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF FEMSS, ITS AGENTS OR EMPLOYEES. IF THE CLIENT DESIRES FEMSS TO ASSUME A GREATER LIABILITY, FEMSS WILL AMEND THIS AGREEMENT TO ALLOW THE CLIENT TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY, IF SUCH POLICY IS REASONABLY AVAILABLE. NO SUCH AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY THE CLIENT, FEMSS AND INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY FEMSS DISCLAIMS ANY WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY USAGE OR FITNESS FOR ANY PARTICULAR PURPOSE. CLIENT AGRESS TO PROVIDE FEMSS WITH PROMPT WRITTEN NOTIFICATION AS TO THE SPECIFICS OF ANY CLAIM FOR DAMAGES AND TO PROVIDE FEMSS WITH A REASONABLE OPPORTUNITY TO INVESTIGATE

2.

SERVICE AGREEMENT, INSPECTION SERVICES, AND SOFTWARE SERVICES: (A) SERVICE AGREEMENTS: Where a service agreement is specified, FEMSS' exclusive warranty is that services will be performed in a workmanlike fashion and all parts provided by FEMSS shall be free of defects in material and workmanship for a period of thirty (30) days, or as otherwise agreed to within this Agreement. FEMSS further agrees that all services performed without furnishing parts shall be free of defects for a period of thirty (30) days, unless otherwise noted. FEMSS' warranty period applies during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m. Central Time (C.T.), excluding FEMSS holidays. **IN THE EVENT FEMSS BREACHES THIS WARRANTY, FEMSS' SOLE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE TO HAVE FEMSS MAKE ALL NECESSARY ADJUSTMENTS, REPAIRS, OR REPLACEMENT OF PARTS WHICH WERE DEFECTIVE AT THE TIME OF INSTALLATION.** There are no other express or implied warranties concerning any installation, service, parts, supplies, or expendable items provided hereunder. FEMSS does not guarantee that the operation of the equipment will be uninterrupted or error-free. **FEMSS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE FOREGOING SHALL BE THE SOLE REMEDY OF CUSTOMER FOR BREACH OF WARRANTY.** Where a service agreement is included in the monthly rate, the terms governing those services will be defined in an addendum to this Agreement titled Service Agreement (SA) Addendum. If said SA Addendum is not included as a document attached to this Agreement then the following terms shall govern the Service Agreement: FEMSS shall provide labor and parts (excepting supplies and expendable items) and will service the system(s) specified in this Agreement. FEMSS shall respond to requests for remedial service to such equipment in a prompt and commercially reasonable manner. Repair and warranty services shall be available between 8:00 A.M. and 4:30 P.M. C.T., Monday through Friday, excluding FEMSS holidays. Extended service hours shall be available 24-hours a day, excluding FEMSS holidays, and priority response coverage, if applicable, shall be subject to an additional charge. Services performed outside such times at the request of Client shall be subject to FEMSS's then-applicable charges for labor and travel. Supplies and expendable items shall be provided in accordance with FEMSS's prices in effect on the date supplied to Client. Client acknowledges FEMSS's obligation hereunder relates solely to the service of the specified system(s) and that FEMSS is in no way obligated to insure the operation of the system(s) or to maintain or service Client's property or the property of others to which the System is connected. Any replacement parts may be of a brand, design, and quality determined by FEMSS in its sole discretion to be the reasonable equivalent. All repairs, replacement, or alteration to the system made by reason of alteration to Client's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, or wear and tear, shall be made at the cost of the Client. **SERVICE AGREEMENTS SHALL BECOME NULL AND VOID IF EQUIPMENT IS SERVICED OR RELOCATED BY PARTIES OTHER THAN FEMSS WITHOUT THE PRIOR WRITTEN CONSENT OF FEMSS, WHICH SHALL NOT BE UNDULY WITHHELD. (B) INSPECTION SERVICES:** If inspection services are included in the monthly rate, they shall be performed between 8:00 A.M. and 4:30 P.M. C.T., Monday through Friday, excluding FEMSS holidays. Inspection service does not include moves, adds, changes, and/or modifications to the System(s) identified as necessary as a result of inspection. **(C) SOFTWARE SERVICES:** If Software Services are included in the monthly rate, the terms governing those services will be defined in an addendum to this Agreement titled SA Addendum. If said SA Addendum is not included as a document attached to this Agreement then the following terms shall govern the Software Services: FEMSS shall provide consultation services with respect to software operation and similar matters when software services are included in the monthly rate. Service agreements do not include software consultation services. Software Service and Telephone Support shall include annual software releases, upgrades, patches, and/or hot fixes, made commercially available to system users covered by current software support agreements, where applicable. Deployment of software upgrades, patches, and/or hot fixes is predicated on system hardware meeting or exceeding the manufacturer's specifications for software operation. FEMSS and manufacturer telephone software support, as initiated and coordinated by FEMSS, may be necessary to service Client's equipment. Software upgrade services shall be available between 8:00 A.M. and 4:30 P.M. C.T., Monday through Friday, excluding FEMSS holidays. Software system upgrade requests outside of these specified times shall be available twenty-four (24) hours a day, excluding FEMSS holidays, and shall be subject to an additional charge. Services performed outside such times at the request of the Client shall be subject to FEMSS's then-applicable charges for labor and travel. Software migrations and/or upgrades requested due to changes in computer hardware or operating environment, such as server or client replacement, or migration to a virtual environment, are not covered by this Agreement. Such service migration requests shall be available between 8:00 A.M. and 4:30 P.M. C.T., Monday through Friday, excluding FEMSS holidays. Software system migration requests outside of these specified times shall be available twenty-four (24) hours a day, excluding FEMSS holidays, and shall be subject to an additional charge. Services performed outside such times at the request of the Client shall be subject to FEMSS's then-applicable charges for labor and travel

3.

SERVICE AGREEMENT QUALIFICATIONS & REQUIREMENTS: Where a service agreement is specified, Client will reference the attached Service Agreement (SA) Addendum and Project Qualifications Addendum and agrees to all qualifications included therein. Client will provide FEMSS with one primary and one secondary contact. Each one of these contacts should be authorized to approve changes to the project. Unless otherwise agreed, service

work will be completed during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m. C.T., excluding FEMSS holidays, and is not phased work. Removal, disposal and cleanup of all existing cable and/or systems equipment, infrastructure, and/or associated peripheral equipment (e.g., power supplies, racks, blocks, etc.) is not included, unless otherwise stated. Removal of existing equipment and infrastructure will require a separate quote, which can be provided at the Client's request. **NOTE:** Where commercial system service is specified, FEMSS does not provide any associated residential service of any IP devices, unless otherwise agreed to in this Agreement. FEMSS will service commercially-related residential IP devices at the associated commercial address covered under this Agreement or where the Client ships such equipment to FEMSS offices, referencing the corresponding Service Work Order. FEMSS will complete such service according to the network configuration information provided by the Client and deliver such equipment to the Client's commercial site upon completion of repairs

4.

SITE ACCESS, PREPARATION & ALTERATION OF PREMISES FOR SERVICE: Client will provide FEMSS prompt access to all necessary areas of the Client's facilities. Any refusal of access shall relieve FEMSS of its performance obligations and any associated service schedules shall be revised to reflect the delay. Client will also provide a suitable work area for FEMSS personnel. **CLIENT SHALL, AT CLIENT'S EXPENSE, PREPARE AND MAINTAIN THE EQUIPMENT SITE IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED SPECIFICATIONS FOR OPERATING ENVIRONMENTS.** Client assumes full responsibility to locate, mark, or otherwise clearly identify any underground or obscured facilities, including, but not limited to, conduit, cable, pipe, wire, line, or tank, prior to commencement of work involving, but not limited to, directional boring, drilling, or excavation, which may be damaged during the course of work. Client assumes full responsibility to notify local utilities, either public or private, and make every reasonable effort to locate and mark any underground facilities that may be present in the work area. Client agrees to permit prompt access to equipment, and/or software consistent with Client's standard requirements and to provide assistance and facilities so as to expedite the performance of services. AC power/grounding is the responsibility of the Client. Dedicated, computer grade A.C. power must be available for the operation of security equipment. Dedicated A.C. circuit(s) must be provided appropriate for the amount of current draw for equipment being installed. Voltage levels and noise immunity must be equal to or better than industry standards and equipment manufacturer requirements. An earth ground connection must be provided for proper grounding at equipment locations. Supplying earth ground from electrical supply is not included, and if needed will be installed on a time and material invoice basis. A UPS system is always required on all security panels and head-end computer equipment. FEMSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in FEMSS's sole discretion to service the System, and FEMSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the System, and Client represents that the owner of the premises, if other than Client, authorizes System(s) service under the terms of this Agreement. Client understands and agrees that some services may require that system wiring be exposed

5.

DATA BACKUP & IT REQUIREMENTS: Data re-entry due to lack of backup is not included in Agreement coverage and will be subject to time and material invoicing. It is recommended that the Client perform periodic system and database backups, preferably on a daily basis. Client assumes the full responsibility to back-up and/or otherwise protect its data against loss, damage or destruction before services are performed. Virus protection for computer systems is a requirement of the Client, allowing consistency with other Client computer equipment. Routine virus definition updates are the responsibility of the Client. Service calls due to virus created problems are not covered under this Agreement and will be subject to time and material invoicing at FEMSS' then-applicable time and material rates. If supplied by FEMSS, computer operating system software will be current up to guidelines supplied by the application software manufacturer. Upgrades are the responsibility of the Client but must be coordinated with FEMSS and the application software manufacturer in order to insure application compatibility with operating system upgrades

6.

CAD DRAWINGS: Where specified, in order for FEMSS to supply system drawings or floor plan device layouts, AutoCAD backgrounds must be furnished to FEMSS in file format (*.dxf / *.dwg) at no charge to FEMSS by owner or owner's representative

7.

EXISTING DEVICES & CABLE: All equipment must be in operating condition and/or restored to operating condition to be eligible under the terms of This Agreement. Equipment which was not installed by FEMSS or previously covered under a FEMSS service agreement will require inspection and refurbishment at the Client's expense prior to being eligible for inclusion and/or additional to a FEMSS service agreement. A pre-test can be offered on a time and material basis or quoted price to determine the operational condition of equipment. If applicable, existing wire and/or cabling which is re-used is assumed to be in satisfactory operating condition, and of equal or better technical specification than required by the manufacturer of installed equipment. Troubleshooting or replacement of sub-standard wire/cabling will be performed by FEMSS on a time and material basis

8.

PARTS & RECONDITIONING: All parts are replaced by parts provided by FEMSS on an exchange basis. Parts provided by FEMSS in performance of services may be new or refurbished parts that are functionally equivalent to new parts and may be from sources other than the original equipment manufacturer. In the event, in FEMSS' reasonable opinion, any unit of equipment must be factory reconditioned because normal repair or replacement of parts cannot keep such unit in satisfactory operating condition, FEMSS shall submit a request for the required reconditioning to Client. In the event Client declines to authorize such reconditioning, FEMSS may delete such item of equipment from this Agreement upon giving Client thirty (30) days advance written notice. Where equipment requiring repair or replacement under this Agreement has been obsolesced, been deemed to be end-of-life, or is otherwise unable to be repaired, reconditioned, or replaced, by the manufacturer, FEMSS will submit a written proposal to Client for the sale of new equipment to satisfy those operating requirements. **FEMSS ASSUMES NO RESPONSIBILITY FOR OBSOLESCENCE OR AVAILABILITY OF MANUFACTURER'S EQUIPMENT OR PARTS**

9.

TRAINING: FEMSS will provide system training and education, beyond that which was provided to Client as part of any FEMSS-provided original system installation, contract or warranty period, as requested, at then-applicable Time and Material Rates. Unless expressly included in this Agreement by Addendum or Exhibit, FEMSS does not include, provide, or otherwise make available additional system training or education under this Agreement. Where Client experiences a change in personnel, system administrators, users, or management, such that the Client requires refresher and/or additional system training and education, FEMSS will provide such requested system training and education, invoiced at FEMSS's then-applicable Time and Material Rates or on a provided quote basis

10.

RENTAL OR LOANER EQUIPMENT: Where hardware and/or software equipment and/or services are temporarily provided by FEMSS to Client, whether as a component provision of a comprehensive or limited service agreement, or as rental equipment to parties not covered by such agreements, FEMSS retains ownership and control of such equipment, including, but not limited to, any information, data, images, video, or any electronic recordings or information ("Data"), which was manufactured, produced, stored, or otherwise incorporated into such hardware or software, regardless of how or when this Data was obtained. Clients who are not covered by a service agreement which provides for the use of loaner hardware or software equipment may be provided such equipment at FEMSS's then-applicable rental rates. Rental fees are applicable from the date of field deployment until the date the equipment is removed and/or returned from the deployment location. Client acknowledges that this Data may not be available, retained, stored, recorded, obtainable or otherwise provided to Client following the termination of the equipment loan or rental period, regardless of the condition, location, or then-current status of such equipment and/or Data. Client is solely responsible for removing, recording, copying, duplicating, destroying and/or discarding, any

Data which may have been manufactured, produced, stored, or otherwise incorporated into such hardware or software during the applicable loan or rental period. Client will be provided reasonable opportunity to create, destroy, or otherwise obtain such needed Data for their records prior to the removal and/or return of such equipment to FEMSS

11.

FALSE ALARMS: If the Client's System is damaged or misused to such an extent or not functioning in such a way that false alarms are transmitted with unreasonable frequency, FEMSS may choose to suspend its obligation under this Agreement until the System is fixed or the condition corrected or cancel this Agreement. If FEMSS elects to suspend its obligations, it will first notify the Client of the suspension.

FEMSS shall not be responsible for the fees, charges, or assessments imposed by the government authority or other persons in connection with false alarms from any equipment located at any Client premises. FEMSS shall not be responsible for any fees, licenses or taxes imposed by any government authority.

Client represents that they fully understand that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of FEMSS and which may cause the alarm to activate. Any and all such alarms which may occur, shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all such alarms excuse any of the obligations of Client as set forth in this Agreement

12.

RESPONSE TO ALARMS:

(A) **LOCAL ALARM:** FEMSS does not physically respond to Client premises in local alarm audible device soundings, except as otherwise specifically agreed to in writing.

(B) **CENTRAL STATION ALARM:** FEMSS does not physically respond to the Client premises for central station alarm device signals. If FEMSS provides central station alarm service, FEMSS or its designee shall, without warranty, make every reasonable effort to do the following:

Upon receipt of an alarm signal, FEMSS shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the persons designated by the Client, unless there is reason to assume that any emergency condition does not exist. FEMSS shall not be responsible for losses or damages suffered by the client as a result of any delays in response time or failure to respond by any person or authority notified by FEMSS according to the clients' instructions in addendum A.

(C) **POLICE AND FIRE DEPARTMENT CONNECTED ALARMS:** Client acknowledges that if the signals transmitted by Client's premises will be monitored in municipal police and/or fire departments to other locations, that the personnel of such municipal police and/or fire department or other location are not agents of FEMSS, nor does FEMSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(D) **SIGNAL TRANSMISSION:** Client understands that the signals from the System, which FEMSS may monitor, are transmitted over normal telephone lines, internet and/or radio frequency to FEMSS. Client also understands the FEMSS cannot be responsible for any monitoring during periods when either Client or FEMSS's telephone lines or internet are not working, or under any condition which would make it impossible to send a normal signal from the Client's premises to FEMSS's place of business.

13.

AUDIBLE ALARM SHUT-OFF: Client acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, it is designed to automatically shut off after sounding for period of time not to exceed thirty (30) minutes. Client further acknowledges: That unless an attempted entry is apparent or unless Client is notified that the System was activated, Client may have no way of knowing that the System was activated and automatically shut off; and that it therefore may have to be manually restored by Client. Client agrees to check the System each day upon opening the premises in order to determine whether or not the System was activated during the previous operating period

14.

INCREASE IN MONTHLY CHARGES: FEMSS shall have the right, at any time, to increase the monthly charges provided for in this Agreement up to any amount equal to ten percent (10%) per year for each year after the date of this Agreement for the term of this Agreement, including extensions

15.

CLIENT'S DUTIES AS TO USE OF SYSTEM: The parties hereto agree that the System(s) are in the exclusive possession and control of the Client, and it is Client's sole responsibility to test the operation of the system(s) daily and to notify FEMSS if any equipment is in need of repair. FEMSS shall not be required to service the system(s) unless it has received notice from Client, and upon such notice, FEMSS shall respond to service requests to the best of its ability within 36 hours, during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m. C.T., excluding FEMSS holidays. Client agrees to test and inspect the system(s) and to advise FEMSS of any defect, error or omission in the system(s). In the event Client complies with the terms of this Agreement and FEMSS fails to respond to service requests within 36 hours after notice is given, during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m. C.T., excluding FEMSS holidays, Client agrees to send written notice that the System is in need of repair to FEMSS, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Client shall be precluded from raising the issue that the alarm equipment was not operating unless the Client can produce a post office certified or registered receipt signed by FEMSS, evidencing that service was requested by Client

16.

DESIGNATED PERSONNEL: Client agrees to promptly furnish a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and to furnish FEMSS with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to FEMSS in writing

17.

MOVES, ADDITIONS AND/OR CHANGES: The cost of any system moves, additions, and/or changes (MACs) to the System, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be paid by Client. Such work may be performed on a time and materials basis, outside the scope of this Agreement, at FEMSS' prices in effect at the time such services or materials are provided or FEMSS will provide Client with a sales quote for said work. Provision of such work shall be at the discretion of FEMSS and shall be subject to the availability of personnel and parts

18.

RISK OF LOSS: All risk of loss or damage to the System shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage

19.

RELATIONSHIP; TITLE TO EQUIPMENT: Client acknowledges and agrees that this Agreement is for the providing of service. Except for AES radio transmitters, the components of the System, including, detection devices, bell boxes and controls shall at all times remain the sole property of the Client. All radio transmitters and communicators shall remain the sole property of FEMSS and will be surrendered to FEMSS by Client upon request of FEMSS

20.

- SUSPENSION OR CANCELLATION OF THIS SYSTEM:** This Agreement may be suspended or canceled, without notice at the option of FEMSS, if FEMSS's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event FEMSS is unable to render service as a result of any action by any governmental agency
21. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, FEMSS may impose and collect a late payment charge equal to ten percent (10%) of the late payment plus interest on any delinquent amount at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less. If the alarm System is deactivated because of Client's past due balance, and if Client desires to have the System reactivated, Client agrees to pay in advance to FEMSS a reconnect charge to be fixed by FEMSS in a reasonable amount
22. **CHANGE IN OWNERSHIP OF CLIENT'S PREMISES:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of FEMSS
23. **ASSIGNEES/SUBCONTRACTORS OF FEMSS:** FEMSS shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to FEMSS's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and /or subcontractors of FEMSS, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to FEMSS
24. **DEFAULT BY CLIENT:** If the Client fails to make any payment as agreed herein, or ceases doing business as a going concern, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against Client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Client hereby consents to FEMSS immediately entering the aforesaid premises or any other premises where the property of said FEMSS may be located for the purpose of removing the equipment belonging to FEMSS; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, FEMSS may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by FEMSS shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall FEMSS be liable for any normal damage caused to the premises by installation or removal of its equipment
25. **THIRD PARTY INDEMNIFICATION:** Client agrees to defend, indemnify and hold harmless FEMSS and its shareholders, directors, officers, employees and agents against any and all third party claims, losses, damages and liabilities, including costs, expenses and attorney fees, asserted against or suffered by FEMSS, by reason of, arising out of, or in any way related to, in whole or in part, any death, sickness, disease, accident, bodily injury, property damage and/or economic loss arising out of Client's acts, omissions or negligence; provided however, Client's duty hereunder shall not arise if such death, sickness, disease, accident, bodily injury, property damage or economic loss is caused by the sole negligence or gross misconduct of FEMSS
26. **PRIOR AGREEMENTS:** Client warrants and represents that Client is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises in conflict with the terms of this Agreement and furthermore Client agrees to indemnify and save harmless FEMSS against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now and hereafter incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such alarm systems of every kind and description. Client will pay all said sums, including reasonable attorneys' fees, for the defense of any such claim or suit and reasonable attorneys' fees incurred in the enforcement of this indemnity provision
27. **NON-SOLICITATION OF PERSONNEL:** During the Term of this Agreement and the one (1) year period thereafter (regardless of expiration or termination for any reason), other than through general advertisements for employment, Client shall not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ or attempt to hire or employ any employee of FEMSS or its Affiliates who participated in the negotiation of this Agreement or any related Scope Of Work or who has worked with the Client in the performance of its obligations under this Agreement or any related Scope Of Work; or (b) otherwise solicit, request, entice or induce any such employees to terminate their employment with FEMSS or its Affiliates. If Client should solicit or hire any employee of FEMSS or its affiliates as prohibited above, Client shall pay to FEMSS as liquidated damages and not as a penalty an amount equal to one hundred percent (100%) of the employee's starting base annual salary with FEMSS
28. **NOTICES:** Any notices which any party may be required, or may desire, to give hereunder shall be deemed to have been given if delivered personally or by overnight delivery or messenger services or if mailed by United States Certified Mail, postage prepaid, return receipt requested, to the Client at the billing address listed above or to FEMSS at their Corporate Office at 201 W. University Ave, Champaign, IL 61820, attention the President's Office. Notices mailed as aforesaid shall be deemed served on the date shown on the registry receipt or the latest date marked unclaimed
29. **LIMITED WARRANTY:** In the event that any part of the system(s) covered under this Agreement become defective, or in the event that any repairs are required, FEMSS agrees to make all repairs and replacement of parts without costs to the Client provided the call is due to technical malfunction of the equipment. FEMSS reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include consumables, consumables, by example, but not limited to, printer ribbons, toner/ink cartridges, paper, lights, light bulbs, batteries, proximity identification an access cards, incorrect user procedure, misuse or abuse, catastrophe or vandal, system alterations and/or reprogramming, occasioned by the Client or third-parties, use of third-party equipment, electrical surge, wire breaks, or damages commonly referred to as "acts of God."
30. **INCORPORATION:** All Exhibits and/or Addenda attached hereto and as supplemental, replaced or amended from time-to-time and additional Exhibits and/or Addenda shall be deemed incorporated herein by reference as if fully set forth herein
31. **CAPTIONS:** The captions and heading of various sections of this Agreement and Exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof
- 32.

SEVERABILITY: Any provision or provisions of this Agreement which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Agreement shall be of no force or effect, and in such event each and all of the remaining provisions of this Agreement shall subsist and remain and be fully effective according to the tenor of this Agreement the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Agreement

33.

APPLICABLE LAW: This Agreement and each transaction contemplated hereunder shall be deemed to be made under the laws of the State of Illinois and shall be construed in accordance with the laws of said State

34.

TAXES: Prices quoted, unless otherwise specified, do not include sales, use, excise, or similar taxes applicable to the sale, delivery, or use of the goods covered by this Agreement. The amount of any such applicable tax will be paid to FEMSS, as specified by Client or in lieu thereof Client will provide FEMSS with a tax exemption certificate acceptable to the taxing authorities

35.

BILLING: Prices shall be the price set forth in this Agreement. All sales, property, excise and other federal, state, and local taxes (other than those based upon FEMSS' net income), shall be paid by Client. All invoices are payable within fifteen (15) days of the date of the invoice, unless extended terms are agreed upon. Client shall make such arrangements for payment as FEMSS may require and FEMSS may suspend performance under this Agreement until such arrangements are made. Past due accounts will be charged interest of 1-1/2% per month. Prices and terms subject to change without notice

36.

ADDITIONAL CHARGES: RETURN & RESTOCKING FEES: Where equipment is required to complete a service visit and the Client, Consultant and/or Client's agent, makes material changes to the previously contracted-for Scope of Work to be performed, such that the equipment cannot be utilized to complete that particular service visit, and said equipment must be exchanged, returned, or is determined to be otherwise un-useable by FEMSS, restocking fees, at FEMSS' then-applicable rates, may apply. Restocking fees include, but are not limited to, a percentage of the equipment sale price, up to and including the full purchase price of the equipment to be exchanged, returned, restocked and/or otherwise deemed un-useable for that particular service visit. Equipment to be returned and/or exchanged must have been purchased or acquired from FEMSS and is to be returned with all components, manuals, cables, documents and original packaging. Equipment which was custom-ordered, configured, specified, or is not otherwise eligible for return, per the manufacturer, or FEMSS, will be considered final sale equipment and the property of the Client, to be invoiced at FEMSS' then-applicable rates. No other modifications, exceptions, or exchanges will be accepted.

ENTIRE AGREEMENT; WAIVER: The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the terms of any prior or subsequent purchase order, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. **NEITHER CLIENT NOR FEMSS SHALL BE BOUND BY ANY ORAL AGREEMENT OR REPRESENTATION IRRESPECTIVE OF BY WHOM OR WHEN MADE.** No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach nor otherwise limit FEMSS' remedies. **RECISSION:** If you, the Client, have entered this Agreement as a result of a door to door sale and services are being provided at your residence you have the option to rescind this Agreement. This option can only be exercised by informing FEMSS of your decision in writing before midnight of the 3rd business day following the date of this Agreement

37.

SERVICE CALLS: Where service agreement services are specified, all service calls will be without charge provided the call is due to technical malfunction of the equipment. If service calls are made, and it is determined that the problem is due to incorrect user procedure, misuse or abuse, catastrophe or vandalism, a charge will be made at FEMSS then-applicable rates. All parts and labor are covered by this Agreement in accordance with the SCHEDULE OF EQUIPMENT/ SOFTWARE LICENSES as listed above, with the exception of door hardware and "MAN" Lifts. This Agreement does not cover consumables, by example, but not limited to, printer ribbons, toner cartridges, paper, lights, light bulbs, batteries, ink cartridges, proximity identification and access cards, etc. All service calls will be responded to within two (2) to four (4) hours of the request being received.*

38.

STANDARD ON-SITE SERVICES: Where service agreement services are specified, FEMSS shall provide labor and parts (excepting supplies and expendable items) and will perform service work at the location specified in this Agreement. FEMSS shall respond to requests for remedial service to such equipment in a prompt and commercially reasonable manner. Maintenance services shall be available between 8:00 A.M. and 4:30 P.M. C.T., Monday through Friday, excluding FEMSS holidays. Extended service hours shall be available 24-hours a day, excluding FEMSS holidays, and priority response coverage, if applicable, shall be subject to additional charges, unless otherwise specified. Services performed outside such times at the request of Client shall be subject to FEMSS' then-applicable charges for labor and travel. Supplies and expendable items shall be provided in accordance with FEMSS' prices in effect on the date supplied to Client

39.

DEFINITION OF TERMS:

Door Hardware: Door hardware includes, but is not limited to: electronic locks, electric transfer hinges, magnetic locks, mortise locks, locking mechanisms, door handles, door strikes, door closing devices, ADA Openers (Americans with Disabilities Act Openers), removable mullions, or other locking devices used to secure door access.

Consumables: This Agreement does not cover consumables, by example, but not limited to, printer ribbons, toner cartridges, paper, lights, light bulbs, batteries, cleaning supplies, ink cartridges, proximity identification and access cards, etc.

*Response: It is the responsibility of the Client to notify FEMSS of any service issues.

A response is deemed made, under this Agreement, when one or several of the following methods are employed by FEMSS during the two (2) to four (4) hour response window:

FEMSS personnel have initiated steps to resolve the service call through actions which may or may not include, additional Client contact to clarify the service call, through such mediums as telephone calls, on-site meetings, or emails, contacting the device manufacturer for technical support assistance, if needed, remotely accessing a Client's system, when possible, to attempt remote repair or gather further information to assist in the completion of the service call, and/or dispatching a field service technician to the location of the service call in order to pursue direct methods of repair. Methods of response are at the discretion of FEMSS, and may be used jointly, to effect the most efficient resolution of the call possible.

Service Response During Normal Business Hours: FEMSS will use its best efforts to respond to a Client request for service during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m., C.T., excluding holidays and weekends) within twenty (20) minutes of receiving a request.

After-Hours Service Response: FEMSS will use its best efforts to respond to a Client request for service after normal business hours no later than one (1) hour from the time the request is received.

Emergency Service Response: FEMSS will use its best efforts to provide on-site response, within two (2) to four (4) hours of receiving notification of an Emergency Service Event.

Emergency Service Events: Emergency service calls, by example, include, inability to secure exterior facility doors, inoperability of a main gate or turnstile, at facilities utilizing such devices to permit/prohibit access to the lone site entry/exit point, inability to secure site-critical interior doors, which are identified and incorporated by written reference, by mutual agreement between Client and FEMSS, prior or as an addendum to, execution of this

Agreement, inability to arm Client's access control system, site-critical security cameras, which are identified and incorporated by written reference, by mutual agreement between Client and FEMSS, prior or as an addendum to, execution of this Agreement, the complete inoperability of panic call stations, such as devices commonly referred to as "Code Blue" devices, or the inoperability of site-critical intercom stations or devices, which are identified and incorporated by written reference, by mutual agreement between Client and FEMSS, prior or as an addendum to, execution of this Agreement

40.

Non-Emergency Service Events: All other calls deemed not to be Emergency Service Events are considered non-emergency service calls, by example, but not limited to, inability to secure non-site-critical interior doors, cameras, intercom stations or devices, as identified by exclusion, from those site-critical doors which have been previously identified and incorporated by written reference, by mutual agreement between Client and FEMSS, to this Agreement, sound quality, as pertaining to intercom or panic call stations or devices, or any other events, in the discretion of FEMSS, which would be of a non-emergency nature

41.

Non-Emergency Service Response: FEMSS will use its best efforts to provide on-site response within twenty-four (24) hours, or within a time period agreed upon by prior written mutual agreement, between Client and FEMSS, of receiving notification of a Non-Emergency Service Event. Client acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement shall be voidable at FEMSS' option, unless accepted and delivered on or before fifteen (15) days

FEMSS

Authorized Representative

Printed Name

Title

Date

CLIENT

Authorized Representative

Printed Name

Title

Date

Customer Purchase Order#: _____

THANK YOU FOR YOUR BUSINESS.

SERVICE AGREEMENT ADDENDUM

Customer Name: Lake County-Tower (Admin)

Equipment List:

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Ext Sell</u>
1	Soft Sup Agree-Voice	Mitel Premium Support	\$49,932.30
1	Soft Sup Agree-Voice	Standard XpressCare 1 Year	\$20,409.00
1	Serv. Agree- Voice (phone)	Gold-Hourly rate \$120 per hour. Trip charge \$160 applies to all onsite work. Desktop devices are not included	\$73,589.45
Sub-Total for			\$143,930.75

Locations

DOT
South Branch Court
Health Dept Grand
Tower 3
Sat Lake Villa
Zion Clinic
Tower Gurnee
Child Advocacy
Peterson Rd
Park City
Dept Juvenile Justice
Midlake Clinic
Beta (was Vista Animal)
Tower 1
Tower
Workforce
Health Dept Belv
Winchester House
E911
North Shore Clinic
North Branch Court
Public Works
Jail Facility
Court Tower
No Chicago Health